



DEPARTMENT OF HEALTH SERVICES

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

TRANSPORTATION OVERFLOW SERVICES

April 2019

**Prepared By
Contracts and Grants Division**

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1.0 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles, Department of Health Services (at times hereinafter, DHS or Department) is seeking qualified companies to enter into Master Agreements with the County to provide Transportation Overflow Services.

DHS is charged with the care of indigent ill and injured lawful residents in Los Angeles County pursuant to State law. As such, DHS has a need from time-to-time to transport patients to and from residences, healthcare facilities (private and County), State mental hospitals, County court and jail facilities, etc...

DHS maintains its own basic life support (BLS) ambulances for the transportation needs of indigent patients; however, DHS does not own or operate a sufficient number of vehicles (e.g. ambulances, ambulettes, station wagons, or vans) to meet the transportation needs of its patients at all times. Further, some of the County patients need a higher level of care that requires paramedic or nurse-staffed ambulance transportation, which DHS does not operate.

DHS is seeking to contract with ambulance and ambulette operators licensed by the County of Los Angeles for the transport of patients in appropriately licensed and staffed ambulance or ambulette units. Companies interested in providing these services to the County are required to respond and submit a Statement of Qualifications (SOQ) if they are not a current Transportation Overflow Services provider. For Neonatal Intensive Care Unit (NICU) and Prenatal Intensive Care Unit (PICU) Transportation Overflow Services, please refer to Subparagraph 1.4.4 of this RFSQ.

1.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Provides background information on the services that DHS requires.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to the Vendors on how to prepare and submit their SOQs.
- **STATEMENT OF QUALIFICATIONS – REVIEW/QUALIFICATION/SELECTION PROCESS:** Explains how the SOQ will be reviewed, and a contractor will be qualified and selected.

▪ **APPENDICES:**

- **A - REQUIRED FORMS:** Forms contained in this section must be completed and included in each SOQ.
- **B - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review pursuant to Section 2.4 of this RFSQ.
- **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code concerning how the County encourages doing business with small businesses, including preferences that these businesses may receive as part of the review process.
- **D - JURY SERVICE ORDINANCE:** County Code Chapter 2.203, which mandates County contractors to provide specified jury service benefits to their employees.
- **E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Listing of Contractors who are not allowed to contract with the County for a specific length of time pursuant to County Code Chapter 2.202.
- **F - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit which contractors contractually will be required to provide their employees.
- **G - SAFELY SURRENDERED BABY LAW:** County program which requires contractors to notify their employees about State law on safe baby surrender.
- **H - MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- **J- DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code Chapter 2.206, which requires contractors to keep County Property Taxes out of default status at all times during the term of an awarded Master Agreement.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, specific terms and definitions can be found in Appendix H - Master Agreement, Paragraph 2 - Definitions.

1.4 Vendor's Minimum Qualifications

Interested and qualified Vendors that can demonstrate their ability to successfully provide the required services outlined in Appendix H – Master Agreement, Exhibit A-1, Statement of Work, of this RFSQ are invited to submit a SOQ, provided they meet the following requirements:

- 1.4.1 Vendor must possess a County of Los Angeles ambulance or ambulette operator business license for a minimum of one (1) year, during which time said license has been maintained without violation of any applicable provisions, standards, or requirements of State statute or regulation, the Los Angeles County Code, or local policies and procedures.
- 1.4.2 Vendor must possess and maintain an Emergency Ambulance (operator) License issued by the California Highway Patrol (CHP) and an Emergency Ambulance Vehicle Permit issued by the CHP for each ambulance operated.
- 1.4.3 Vendors dispatch/communications center must have the capability for immediate recorded communications between the dispatch center and vendors EMS personnel when performing patient transports; including a minimum of two (2) forms of portable communication devices per vehicle. At least one (1) of these communication devices must be capable of instant/immediate direct communication (push to talk) with vendor's dispatch center.
- 1.4.4 For the NICU/PICU Transportation Overflow Services, the Vendor shall be a fully licensed Hospital that can provide the appropriate clinical staffing required for the safe transport and care of NICU/PICU patients, and shall have in place an Agreement with an appropriately licensed ambulance company that can support NICU/PICU patient transport.

1.5 Master Agreement Sum

The Contractor's rates shall remain firm and fixed for the term of the Master Agreement. Reimbursement to Contractors for services shall be based on the number of calls (if any) and the rates identified in Exhibit B-2, **RATES TO BE CHARGED COUNTY FOR TRANSPORTATION OVERFLOW AGREEMENT**, in effect at the time of service.

1.6 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide Transportation Overflow Services.

- 1.6.1 Master Agreements will be executed with all Vendors determined to be qualified.
- 1.6.2 Upon the Department's execution of these Master Agreements, the qualified Vendors will become County Contractors, and thereafter be solicited on a rotational basis to provide as-needed Transportation Overflow Services only as requested by DHS' Central Dispatch Office (CDO).

County reserves the right to reject Vendor's services when response times given by Vendor do not meet the needs of the patient. Payment for all work shall be consistent with the Transportation Overflow Services rates established and approval of services provided as specified in the Master Agreement. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.

1.7 Master Agreement Term

- 1.7.1 The term of the Master Agreement shall become effective upon the date of its execution by the Director of the Department of Health Services or designee and expire December 31, 2024, unless sooner extended or terminated.
- 1.7.2 DHS will be continuously accepting SOQs from qualified Vendors until such time that the County's needs for TOS are met. During the term of the Master Agreement, Master Agreements will become effective upon the date of execution by the Director of the Department of Health Services or designee and expire on December 31, 2024, unless sooner extended or terminated.

1.8 County Rights and Responsibilities

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available in the DHS Contracts and Grants Portal at <http://cg.dhs.lacounty.gov/>. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Ana Carina Aguayo
Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012
e-mail address: aaguayo@dhs.lacounty.gov

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, the County, in its sole determination, may disqualify their SOQ from further consideration.

1.10 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

1.11 County Option to Reject SOQs and/or Cancel Solicitation

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation and/or cancel this solicitation at any time, with or without cause. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ.

1.12 Protest Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Sub-paragraph 1.12.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described respectively in the Section below.

1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a Master Agreement based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.12.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference Paragraph 2.4 in the solicitation requirement review)
- Review of a Disqualified SOQ (Reference Paragraph 3.2 in the Review/Qualification/Selection Section)

1.13 Notice to Vendor's Regarding Public Records Act

- 1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQs submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and if by the Vendor, plainly marked as "Trade Secret", "Confidential", or "Proprietary."
- 1.13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets", "Confidential", or "Proprietary" in nature.**
- 1.13.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of the SOQ marked "confidential," "trade secrets," or "proprietary," Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

1.14 Indemnification and Insurance

The Contractor shall be required to comply with the Indemnification provision, the General Provisions for all Insurance Coverage and the Insurance Coverage provisions as set forth in Appendix H - Master Agreement, Sub-paragraphs 8.27, 8.28 and 8.29.

1.15 Injury and Illness Prevention Program (IIPP)

The Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.16 Background and Security Investigations

The Contractor shall be required to comply with the Background and Security Investigations provision as set forth in Appendix H - Master Agreement, Sub-paragraph 7.5.

1.17 Confidentiality and Independent Contractor Status

The Contractor shall be required to comply with the Confidentiality provision in Sub-paragraph 7.6 and the Independent Contractor Status in Sub-paragraph 8.26 as set forth in Appendix H - Master Agreement.

1.18 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. The Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code by completing the Certification of No Conflict of Interest, as set forth in Appendix A – Required Forms Exhibit 3.

1.19 Determination of Vendor Responsibility

1.19.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Vendors.

1.19.2 The Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no

knowledge shall not be the basis of a determination that the Vendor is not responsible.

- 1.19.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.19.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.19.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.19.6 These terms shall also apply to proposed subcontractors of the Vendors on County contracts.

1.20 Vendor Debarment

- 1.20.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity,

or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.20.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.20.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.20.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.20.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.20.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the

debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 1.20.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.20.8 These terms shall also apply to proposed subcontractors of the Vendors on County contracts.
- 1.20.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.21 Vendor's Adherence to County Child Support Compliance Program

The Vendors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation. As set forth in Appendix H - Master Agreement, failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.22 Gratuities

1.22.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of

the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.22.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.22.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.23 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ.

Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A – Required Forms Exhibit 4, that:

- The Vendor is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- Each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code; and

- Each such County Lobbyist retained by the Vendor is **not** on the Executive Office's List of Terminated Registered Lobbyists as part of their SOQ.

1.24 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements as set forth in the Internal Revenue Service Notice No. 1015. Reference Appendix F.

1.25 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, the Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. The Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. The Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

The Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms Exhibit 6, as part of their SOQ.

1.26 County's Quality Assurance Plan

After award of a Master Agreement, the County or its agent will monitor the Contractor's performance under the Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Statement of Work. The Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement in whole or in part, or impose other penalties as specified in the Master Agreement.

1.27 Recycled Bond Paper

The Contractor shall be required to comply with the County's policy on recycled bond paper as set forth in Appendix H - Master Agreement, Sub-paragraph 8.43.

1.28 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix G of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.29 Doing Business with the County

The County currently offers several preference programs designed to ensure that all businesses have equal opportunity in competing for County contracts. These programs—the Local Small Business Enterprise Preference Program, the Social Enterprise Preference Program, and the Disabled Veteran Preference Program—enable businesses that face structural disadvantages to compete for County contracts by conferring preferential status to qualifying organizations.

If your business is currently certified in one or more of the Programs listed below, please indicate so on Appendix A - Required Forms Exhibit 1. Details regarding the three (3) certification programs, including who would qualify for the preference and how to obtain certification are provided below.

- The Local Small Business Enterprise (LSBE) Preference Program, explained in Paragraph 1.30 of this Section.
- The Social Enterprise (SE) Preference Program, explained in Paragraph 1.31 of this Section.
- The Disabled Veteran Business Enterprise (DVBE) Preference Program, explained in Paragraph 1.32 of this Section.

Note: This particular solicitation does not award a preference to businesses that are certified under one or more of the aforementioned programs, as DHS is not requesting a bid amount. However, we encourage businesses to obtain certification(s), where applicable, as that will enable them to ask for a preference in future solicitations with the County. The certification process must be completed prior to requesting a preference in a solicitation.

Notwithstanding the absence of preferences in this solicitation process, the County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

For example, the Jury Service Program, explained in Paragraph 1.33 of this Section, provides exceptions to the Program if a company qualifies as a Small Business.

The County's Policy on Doing Business with Small Business is stated in Appendix C.

1.30 Local Small Business Enterprise (LSBE) Preference Program

1.30.1 Consistent with Chapter 2.204.030C.1 of the Los Angeles County Code, a LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above.

1.30.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>

1.30.3 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.31 Social Enterprise (SE) Preference Program

1.31.1 Consistent with Chapter 2.205 of the Los Angeles County Code, a SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one (1) year providing transitional or permanent

employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

- 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

1.31.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.31.1.

1.31.3 Further information on SEs is also available on the DCBA's website at: <http://dcba.lacounty.gov>

1.32 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.32.1 Consistent with Chapter 2.211 of the Los Angeles County Code, a DVBE is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.32.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 1.32.1, 1 or 2 above.

1.32.3 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>

1.32.4 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

1.33 Jury Service Program

The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, as set forth in Appendix D, and the pertinent jury service provisions as set forth in Appendix H - Master Agreement, Sub-paragraph 8.8, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.33.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 1.33.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Master Agreement is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess

a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.33.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms Exhibit 7, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.34 Intentionally Omitted

1.35 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor by completing the Vendor's Organization Questionnaire/Affidavit and CBE Information, as set forth in Appendix A - Required Forms Exhibit 1. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.36 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

- 1.36.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of SOQ submission, the Vendor must submit the Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions, as set forth in Appendix A – Required Forms Exhibit 11, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the SOQ identify prospective subcontractors, or should the Vendor intend to use subcontractors in the provision of services under any subsequent contract, the Vendor must submit a certification, completed by each

subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

- 1.36.2 Failure to provide the required certification may eliminate the SOQ from consideration.
- 1.36.3 In the event that the Vendor and/or its subcontractor(s) is or are unable to provide the required certification, the Vendor instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. The Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the Master Agreement which is being solicited by this RFSQ.
- 1.36.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the SOQ is appropriate under the federal law.

1.37 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) provision as set forth in Appendix H - Master Agreement, Sub-paragraph 8.25.

1.38 County's Defaulted Property Tax Reduction Program

- 1.38.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance as set forth in Appendix J and the pertinent provisions of the Master Agreement, as set forth in Appendix H, Sub-paragraphs 8.16, Contractor's Warranty of Compliance with the County's Defaulted Property Tax Reduction Program and 8.47, Termination for Breach of Warranty to Maintain Compliance with the County's Defaulted Property Tax Reduction Program both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both the Contractors and their Subcontractors.

- 1.38.2 The Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing the Certification of Compliance with the County's Defaulted Property Tax Reduction Program, as set forth in Appendix A - Required Forms Exhibit 8. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).
- 1.38.3 SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.39 Intentionally Omitted

1.40 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

1.41 Vendor's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits Contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

The Vendors are required to complete the Zero Tolerance Policy on Human Trafficking Certification as set forth in Appendix A - Required Forms Exhibit 10, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as set forth in Appendix H – Master Agreement, Sub-paragraph 8.60. Further, the Contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to the Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The review and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of Initial RFSQ 04/12/2012
- Request for a Solicitation Requirements Review Due N/A
(10 business days after release of solicitation document)
- Written Questions Due (optional) (date and Pacific Standard Time) N/A
- Questions and Answers Released N/A
- SOQ due by (date and Pacific Standard Time) OPEN AND CONTINUOUS

SOQs that are submitted after the initial due date and time indicated above may be considered for review at the convenience of the County. Once the County's needs are met, the solicitation will be suspended. The solicitation will be re-opened if the County needs additional Contractors.

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation which demonstrates the underlying ability of the person or entity to submit a SOQ.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, review criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

2.5 Vendors' Questions

The Vendors may submit written questions regarding this RFSQ by e-mail to the individual identified below. All questions submitted will be compiled without identifying the submitting Vendors and, along with the appropriate answers, will be issued as an addendum to the RFSQ and made available in the DHS Contracts and Grants Portal at <http://cg.dhs.lacounty.gov/>.

When submitting questions, please specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. The County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, review criteria and/or business requirements would unfairly disadvantage the Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from the Vendor.

Questions should be addressed to:

Ana Carina Aguayo
Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012
e-mail address: aaguayo@dhs.lacounty.gov

Any questions regarding the RFSQ process after the initial due date and time may be submitted to the contact person listed above.

2.6 Vendors Conference

No Vendors Conference will be held.

2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. If submitting the SOQ in multiple ring binders, the maximum acceptable size of the binder is 2 inches. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section D)

2.7.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.7.2 Vendor's Qualifications (Section A)

Demonstrate that the Vendor's organization has the experience to perform the required services. The following sections must be included:

A. Vendor's Organization Questionnaire/Affidavit and CBE Information (Section A.1)

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit and CBE Information, as set forth in Appendix A – Required Forms Exhibit 1. **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement.**

Upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Agreements.

B. Vendor's Background and Experience (Section A.2)

Provide a summary of relevant background information to demonstrate that the Vendor meets the minimum qualifications stated in Paragraph 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

C. Vendor's References (Section A.3)

The Vendor must provide three (3) references where the same or similar scope of services were provided by completing the Prospective Contractor References, as set forth in Appendix A – Required Forms Exhibit 6.

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The County may disqualify a Vendor if:

- references fail to substantiate the Vendor's description of the services provided; or
- references fail to support that the Vendor has a continuing pattern of providing capable, productive and skilled personnel; or
- the Department is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the references' point of contact of the County's normal working hours – Monday through Friday, 8 a.m. – 5 p.m. local time.

2.7.3 Required Forms (Section B)

Include the following forms as provided in Appendix A – Required Forms. Complete, sign and date all forms.

- Exhibit 3 Certification of No Conflict of Interest
- Exhibit 4 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 5 Vendor's Equal Employment Opportunity (EEO) Certification
- Exhibit 6 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 7 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 8 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 9 Zero Tolerance Policy on Human Trafficking Certification

2.7.4 Proof of Insurability (Section C)

The Vendor must provide proof of insurability that meets all insurance requirements as set forth in the Appendix H - Master Agreement, Sub-paragraphs 8.28 and 8.29. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.5 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section D)

Complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, as set forth in Appendix A – Required Forms Exhibit 11. If the Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, the Vendor shall attach a written explanation to its SOQ in lieu of submitting this Certification. Follow instructions provided in Number 9 of the Certification Form.

2.8 SOQ Submission

The original SOQ and three (3) numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

"SOQ FOR TRANSPORTATION OVERFLOW SERVICES"

The SOQ and any related information shall be delivered or mailed to:

**Department of Health Services
Contracts & Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attn: Ana Carina Aguayo**

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in Paragraph 2.3. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

SOQs that are submitted after the initial due date and time indicated above will be retained unopened and will be processed in the order received as the need for additional transportation overflow services arise.

2.9 Acceptance of Terms and Conditions of Master Agreement

The Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions as set forth in Appendix H - Master Agreement.

2.10 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

**Department of Health Services
Contracts & Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attn: Ana Carina Aguayo**

3.0 SOQ REVIEW/QUALIFICATION/SELECTION PROCESS

3.1 Review Process

SOQs that are submitted after the initial due date and time indicated in Paragraph 2.3 shall be considered for review at the convenience of the County.

Until the SOQ submission deadline, errors in SOQs may be corrected by a request in writing to withdraw the SOQ and by submission of another set of SOQs

with the mistakes corrected. Corrections will not be accepted once the deadline for submission of SOQs has passed.

SOQs will be subject to a detailed review by qualified County staff. The Department may elect to waive any informality in a SOQ if the sum and substance of the SOQ is present. The review process will include the following steps:

3.1.1 Adherence to Minimum Qualifications

The County shall review the Vendor's Organization Questionnaire/Affidavit and CBE Information, as set forth in Appendix A – Required Forms Exhibit 1, and determine if the Vendor meets the minimum qualifications as outlined in Paragraph 1.4 of this RFSQ.

Failure of the Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration.

3.1.2 Vendor's Qualifications (Section A)

The County's review shall include the following:

- The Vendor's Background and Experience as provided in Section A.2 of the SOQ.
- The Vendor's References as provided in Section A.3. The review will include verification of references submitted, a review of the County's Contract Database, if applicable, and the Contractor Alert Reporting Database (CARD) reflecting past performance history on the County contracts.

3.1.3 Required Forms (Section B)

All forms listed in Section 2, Sub-paragraph 2.7.3 must be included in Section B of the SOQ.

3.1.4 Proof of Insurability (Section C)

Review the proof of insurability provided in Section C of the SOQ.

3.1.5 Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Parts 180/376) (Section D)

The Vendor's Certification Form in Section D will be reviewed to determine if the appropriate authorized representative of the Vendor signed the form. If the Vendor submitted a written explanation in lieu of the Certification Form, written explanation will be reviewed with the

appropriate County personnel to determine whether further consideration of the SOQ is appropriate under the federal law.

3.1.6 Verification Process

A review will be conducted of the Vendor's business status by checking with all applicable databases. A review may include, but not be limited to, databases available with the California Secretary of State – Business Programs; California State's Suspended and Ineligible Provider List for Medi-Cal; Federal Debarment List; and the Federal's System for Award Management (SAM) List.

3.2 Disqualification Review

A SOQ may be disqualified from consideration because DHS determined it was non-responsive at any time during the review process. If DHS determines that a SOQ is disqualified due to non-responsiveness, DHS shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in DHS's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Vendor;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that DHS's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the review process.

3.3 Qualification/Selection Process

The Vendors who are notified by DHS that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been

demonstrated to DHS's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

DHS will execute Board of Supervisors-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

APPENDIX A

DEPARTMENT OF HEALTH SERVICES

REQUIRED FORMS

FOR

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) Without the Work Order Process

***Available only as electronic fillable forms in the DHS
Contracts and Grants Portal at <http://cg.dhs.lacounty.gov/>***

***Note: To use the fillable form features in the Word document forms, you
must restrict editing in the developer tab prior to filling in the form.***

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**REQUIRED FORMS - EXHIBIT 1
VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
AND CBE INFORMATION**

Page 1 of 3

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in an Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

| Name | State | Year Inc. |
|-------------|--------------|------------------|
| | | |

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

| | | |
|-------------|-------------------------------|-----------------------|
| Name | County of Registration | Yr. became DBA |
| | | |
| Name | County of Registration | Yr. became DBA |
| | | |

If your firm is going to use a DBA for this Agreement, please provide the Fictitious Business Name Statement filed with the LA County Registrar Recorder with the corresponding name.

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ☐ No ☐ Yes **If yes, Name of parent firm:**

State of incorporation or registration of parent firm:

5. Please list any other names your firm has done business as within the last five (5) years.

| | |
|-------------|---------------------------|
| Name | Yr. of Name Change |
| | |
| Name | Yr. of Name Change |
| | |
| Name | Yr. of Name Change |
| | |

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Vendor acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 – Vendor's Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ).

CBE INFORMATION

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

| Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) | | | | | | |
|---|--|--------|----------|--------|-------|--------|
| Number of California Employees: | | | | | | |
| Total Number of Employees of Firm (including owners): | | | | | | |
| Race/Ethnic Composition of Firm. Please distribute the total number of employees of Firm into the following categories: | | | | | | |
| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | | |
| Hispanic/Latino | | | | | | |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | | | | | | |

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|-----------------|---------------------------|-----------------|----------|-------|
| Men | % | % | % | % | % | % |
| Women | % | % | % | % | % | % |

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Other |
|-------------|----------|-------|---------------|------------------|-------|
| | | | | | |
| | | | | | |

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

| |
|----------------------|
| Vendor's Name |
| |
| Address |
| |

| | | |
|------------------------|--------------------------|--------------------|
| E-mail address: | Telephone number: | Fax number: |
| | - - | - - |

On behalf of _____ (Vendor's name), I _____ (Name of Vendor's authorized representative), certify that the information contained in this Vendor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

| | | |
|--------------|---|--|
| Title | | CA Secretary of State Entity Number |
| | | |
| Date | IRS Employer Identification Number | County WebVen Number |
| | | |

REQUIRED FORMS - EXHIBIT 2 PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name:

List _____ References where the same or similar scope of services were provided.

| | | |
|-----------------------------|-------------------------|---|
| 1. Name of Firm: | Address of Firm: | Contact Person: |
| Telephone #: - - | E-mail Address: | Specific Date of Contract – From - To - - - - - |
| Name or Contract No. | Type of Service: | Annual Dollar Amount: \$ |
| | | |
| 2. Name of Firm: | Address of Firm: | Contact Person: |
| Telephone #: - - | E-mail Address: | Specific Date of Contract – From - To - - - - - |
| Name or Contract No. | Type of Service: | Annual Dollar Amount: \$ |
| | | |
| 3. Name of Firm: | Address of Firm: | Contact Person: |
| Telephone #: - - | E-mail Address: | Specific Date of Contract – From - To - - - - - |
| Name or Contract No. | Type of Service: | Annual Dollar Amount: \$ |

REQUIRED FORMS - EXHIBIT 3
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any SOQs submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Vendor Name:

Vendor Official Title:

Date: - - -

Official's Signature

REQUIRED FORMS - EXHIBIT 4

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that:

- Vendor is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- Each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code; and
- Each such County Lobbyist retained by the Vendor is **not** on the Executive Office's List of Terminated Registered Lobbyists as part of their SOQ.

Signature:_____ Date:_____

REQUIRED FORMS - EXHIBIT 5
VENDOR'S EEO CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| CERTIFICATION | YES | NO |
|---|--------------------------|--------------------------|
| 1. Vendor has written policy statement prohibiting discrimination in all phases of employment. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Vendor periodically conducts a self-analysis or utilization analysis of its work force. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Vendor has a system for determining if its employment practices are discriminatory against protected groups. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. When problem areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | <input type="checkbox"/> | <input type="checkbox"/> |

Signature

Date: - -

Name of Signer: _____

Title: _____

REQUIRED FORMS - EXHIBIT 6

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with their SOQ.

A. Vendor has a proven record of hiring GAIN/GROW participants.

☐ YES (subject to verification by County) ☐ NO

B. Vendor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

☐ YES ☐ NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☐ YES ☐ NO ☐ N/A (Program not available)

Vendor Organization: _____

Signature: _____

Type or Print Name: _____

Type or Print Title: _____

Date: - -

Telephone Number: - -

FAX Number: - -

REQUIRED FORMS - EXHIBIT 7

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the vendor is excepted from the Program.

| | | |
|--|---------------|------------------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: - - | | |
| Solicitation For Services: | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract **awarded, exceed \$500,000.**

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is **at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.**

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|--------------------|-----------------------|
| Print Name: | Title: |
| Signature: | Date: - - |

**REQUIRED FORMS - EXHIBIT 8
CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

| | | |
|-----------------------------------|---------------|------------------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: - - | | |

The following definitions shall be applicable to the program.

Los Angeles County Code Chapter 2.206.020 A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

Los Angeles County Code Chapter 2.206.020 C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

The Vendor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Vendor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Vendor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

OR

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, Pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|--------------------------|---------------------|
| Print Name: _____ | |
| Title: _____ | |
| Signature: _____ | Date: - - |

REQUIRED FORMS - EXHIBIT 9
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

☐ Vendor or Contractor is exempt from the California Nonprofit Integrity Act.

California Registry of Charitable Trusts "CT" number (if applicable): _____

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

If Vendor or Contractor is not exempt, **check the Certification below that is applicable to your company.**

☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. **Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.**

Signature

Date: - -

Name of Signer: _____

Title: _____

REQUIRED FORMS - EXHIBIT 10
ZERO TOLERANCE POLICY ON
HUMAN TRAFFICKING CERTIFICATION

| | | |
|--|---------------|------------------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: - - | | |
| Solicitation For Services: | | |

VENDOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendor acknowledges and certifies compliance with Sub-paragraph 8.60 - Compliance with County's Zero Tolerance Policy on Human Trafficking of Appendix H - Master Agreement and agrees that Vendor or a member of Vendor's staff performing work under the Master Agreement will be in compliance. Vendor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any SOQ, or cancellation of any resultant Master Agreement, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

| | |
|--------------------|-----------------------|
| Print Name: | Title: |
| Signature: | Date: - - |

REQUIRED FORMS - EXHIBIT 11

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Page 1 of 2

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Vendor shall provide immediate written notice to the person to whom this SOQ is submitted if at any time Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “bid,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this SOQ is submitted for assistance in obtaining a copy of those regulations.
4. Vendor agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Vendor further agrees by submitting this SOQ that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376),” as set forth in the text of the Master Agreement attached to the Request for Statement of Qualifications, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Vendor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Vendor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Vendor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its SOQ in lieu of submitting this Certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owners, officers, partners, directors, other principals, employees or independent contractors of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Statement of Qualifications.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

Vendor hereby certifies that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: - -

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

| | |
|----------------|------------------|
| Vendor Name: | Date of Request: |
| Project Title: | Project No. |

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Vendor: _____

COUNTY OF LOS ANGELES

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov//DebarmentList.htm>

IRS NOTICE 1015

(Obtain latest version from IRS website)

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

Have You Told Your Employees About the Earned Income Credit (EIC)?**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015)
Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

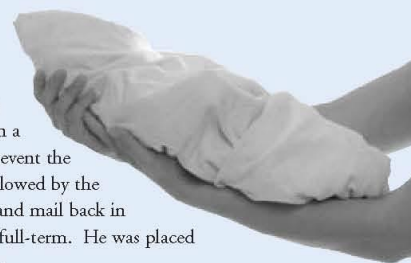
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



APPENDIX H

DEPARTMENT OF HEALTH SERVICES MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

(CONTRACTOR)

FOR

TRANSPORTATION OVERFLOW SERVICES

**TRANSPORATION OVERFLOW SERVICES
MASTER AGREEMENT PROVISIONS
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**TRANSPORATION OVERFLOW SERVICES
MASTER AGREEMENT PROVISIONS**

STANDARD EXHIBITS

- A-1 STATEMENT OF WORK
- B-2 RATES TO BE CHARGED COUNTY FOR TRANSPORTATION OVERFLOW
SERVICES AGREEMENT
- C COUNTY'S ADMINISTRATION
- D CONTRACTOR'S ADMINISTRATION
- E CONTRACTOR'S EEO CERTIFICATION
- F JURY SERVICE ORDINANCE
- G SAFELY SURRENDERED BABY LAW
- H FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION
- I "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

MASTER AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF HEALTH SERVICES
AND

FOR
TRANSPORTATION OVERFLOW SERVICES

This Master Agreement and Exhibits made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, Department of Health Services hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for Transportation Overflow Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Transportation Overflow Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Health Services or designee to execute and administer this Master Agreement; and

WHEREAS, pursuant to the provisions of Section 1441 of the Health and Safety Code of the State of California, County has established and maintains, through its Department of Health Services, various County hospital and health facilities; and

WHEREAS, pursuant to the provisions of Section 17000 of the Welfare and Institutions Code of the State of California, County is charged with the care and

maintenance of the indigent ill and injured lawful residents in Los Angeles County; and

WHEREAS, County's Department of Health Services has a need from time-to-time to transport patients between and among their residences, County's various hospitals, health, custody, or court facilities, private hospitals and health facilities, and between County facilities and State mental hospitals, etc.; and

WHEREAS, County's Department of Health Services has a need to provide paramedic or nurse staffed ambulance transportation in limited and occasional certain circumstances, and does not employ paramedics or operate advanced life support equipped vehicles; and

WHEREAS, County's Department of Health Services does not own or operate a sufficient number of vehicles (e.g., ambulances, ambulettes, station wagons, or vans) to meet the transportation needs of its patients at all times; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to provide such patient transportation and possesses the competence, expertise, vehicles, and personnel required to provide such services; and

WHEREAS, County's Department of Health Services has made a finding that the services to be provided hereunder are of a professional nature and are required on an intermittent basis; and

WHEREAS, provisions of Health and Safety Code Sections 1441 and 1451, and Government Code Section 26227 provide authority for this Master Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

1.1 EXHIBIT A-1 - Statement of Work

- 1.2 EXHIBIT B-2 - Rates to be Charged County for
Transportation Overflow Services Agreement
- 1.3 EXHIBIT C - County's Administration
- 1.4 EXHIBIT D - Contractor's Administration
- 1.5 EXHIBIT E - Contractor's EEO Certification
- 1.6 EXHIBIT F - Jury Service Ordinance
- 1.7 EXHIBIT G - Safely Surrendered Baby Law
- 1.8 EXHIBIT H - Forms Required at the time of Master Agreement
Execution
- 1.9 EXHIBIT I - "Business Associate" Under the Health Insurance
Portability Accountability Act of 1996 (HIPAA)

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time the Master Agreement is executed. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Project Manager.
- 2.4 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Master Agreement.
- 2.5 **County Project Monitor:** Person with responsibility to oversee the day to day activities of this Master Agreement. Responsibility for

inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 **DHS:** Department of Health Services.
- 2.8 **Director:** Director of the Department of Health Services (acting, Interim or permanent) or his/her authorized designee.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 **Master Agreement:** Master Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A-1.
- 2.11 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Health Services.
- 2.12 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 **Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any task, deliverable, service, or other work to the County other than as specified in this Master Agreement, the same shall be deemed a gratuitous effort on the part of the Contractor for which the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Director of DHS or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on December 31, 2024 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.5 Contractor shall notify DHS when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the DHS at the address herein provided in Exhibit E – County's Administration.

5.0 MASTER AGREEMENT SUM

- 5.1 Reimbursement to contractor for services shall be based on the number of calls (if any) and the rates identified in Exhibit B-2, RATES TO BE CHARGED COUNTY FOR TRANSPORTATION OVERFLOW AGREEMENT, in effect at the time of service.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Master Agreement. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the

County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

- 5.4.1 Invoices shall be submitted monthly for all requested services provided by Contractor to County and according to the rates identified in Exhibit B-2, RATES TO BE CHARGED COUNTY FOR TRANSPORTATION OVERFLOW AGREEMENT, along with the Monthly Response Time Report in Excel format contained in Attachment I, attached hereto and incorporated herein by reference. Such invoices shall be submitted using the most current version of the official Health Insurance Claim Form (CMS-1500) and shall include, but not be limited to, the following information: DHS' Centralized Dispatch Office (CDO) run number (list in section 23, "Prior Authorization Number" of the CMS-1500), patient name, the date(s) and time(s) the service(s) were respectively provided, the pick-up and destination sites, itemized charges and the number of miles traveled. The information required may be revised by Director from time-to-time with reasonable notice by County to Contractor.
- 5.4.2 The Contractor's invoices shall contain the information listed above and set forth in Exhibit A-1 - Statement of Work describing the transportation services, for which payment is claimed. The Contractor shall invoice the County in arrears only for providing services specified in Exhibit A-1 - Statement of Work and elsewhere hereunder. Reimbursement to Contractor shall be only for services requested by the DHS' CDO.
- 5.4.3 Invoices submitted to County for services under this Master Agreement must be received by the EMS Agency within sixty (60) days following the month of service, unless Contractor is awaiting coverage determination or payment from a third party payor that was identified after the transport. Contractor shall submit original invoices to the Emergency Medical Services (EMS) Agency, Ambulance Billing Coordinator, at 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.
- 5.4.4 If Contractor becomes aware that the patient transported has third party coverage, excluding Medi-Cal or Medicare, and the transport is reimbursable, Contractor shall bill the third party. If Contractor receives any reimbursement, from a third party,

regardless of the amount, there shall be no payment from County for services provided. Should Contractor receive any payment for services from a third-party payer after County has paid Contractor for those services, Contractor shall immediately notify County and shall refund County's payment for that patient within thirty (30) days. If Contractor is not reimbursed by the third party within one hundred fifty (150) days from date of transport, Contractor may bill the County within thirty (30) days and submit supporting documentation with the invoice(s).

5.4.5 County shall reimburse Contractor for all service calls received from the CDO within thirty (30) days following receipt by County of a complete and correct itemized billing. County may request additional supporting documents, and invoices may be adjusted to reflect correct charges; Contractor will be notified of such changes. County may return invoices to Contractor for correction.

5.4.6 Contractor shall not bill a patient or their family, for services under this Master Agreement, unless it is determined that the patient has private insurance and there is a co-pay or unmet deductible for such services.

5.4.7 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4.8 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of this Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.6 Cost of Living Adjustments (COLA's)

The Master Agreement base rates (BLS, ALS, RN-Staffed, and RCP-Staffed only) may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Master Agreement anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County

employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage Master Agreements, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Master Agreement) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Master Agreement, it shall require a written amendment to this Master Agreement first, that has been formally approved and executed by the parties, in accordance with Sub-paragraph 8.1 amendments.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit C – County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Master Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement.

6.3 County's Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Master Agreement. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit D – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with the County's Project Manager and County's Project Monitor on a regular basis.

7.2 Contractor's Authorized Official (s)

7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit D – Contractor's Administration. The Contractor shall promptly notify the County in writing of any change in the name(s) or address(es) of the Contractor's Authorized Official(s).

7.2.2 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of the Contractor.

7.3 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor shall ensure that each of its ambulance or ambulette employee is (a) neat and clean in appearance and wears a uniform that identifies Contractor's company by name and insignia as well as the employee's name and his/her level of pre-hospital certification when responding to all calls under this Master Agreement; and (b) is

trained to handle patients in a manner consistent with Los Angeles County pre-hospital care policies, procedures, and protocols

The Contractor shall provide, at the Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 Background and Security Investigations

- 7.5.1 All Contractor staff performing work under this Master Agreement shall undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County shall perform the background check.
- 7.5.2 If a member of the Contractor's staff does not pass the background investigation, County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with the County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.
- 7.6.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit H1.

7.8 Staff Performance Under The Influence

The Contractor shall not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Master Agreement Sum, payments, or any term or condition included under this Master Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or designee. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.3 The Director of DHS, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Master Agreement to conform to changes in federal or state law or regulation, during the term of this Master Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Master Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION/MERERS OR ACQUISITIONS

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, the County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the

event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall immediately notify the County in writing, during the term of this Master Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure of the Contractor to comply with this provision shall constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within thirty (30) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for the County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within thirty (30) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.6.1 In the performance of this Master Agreement, the Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs,

and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTIDISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.7.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national

origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.7.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.7.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.7.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.7.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.7 when so requested by the County.
- 8.7.7 If the County finds that any provisions of this Sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine

independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.7.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.7.9 **Antidiscrimination in Services:**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of any service provided through this Master Agreement; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

- 8.7.10 The Contractor shall certify to, and comply with, the provisions of Exhibit E - Contractor's EEO Certification.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F and incorporated by reference into and made part of this Master Agreement.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services

for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. The Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way

attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.9 shall be a material breach of this Master Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and bservices@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1)

the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its subcontractors, can access posters and other campaign material at www.babysafela.org.

8.14 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

- 8.14.1 The Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
- 8.14.2 The Contractor shall indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.
- 8.14.3 Failure by the Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Master Agreement.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants

that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.17 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.18.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.18.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.
- 8.18.3 The County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.19.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.19.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.20 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.22 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Master Agreement, the Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.23 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by the County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement, full performance by the Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by the Contractor for which the County may immediately terminate this Master Agreement.

8.24 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I - "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant,

employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.26.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.26.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.26.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 – Confidentiality.

8.27 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.28 and 8.29 of this Master Agreement. These minimum insurance

coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.28.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to the County at the e-mail address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be e-mailed to:

cgcontractorinsurance@dhs.lacounty.gov

The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.28.3 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or

policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.28.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Master Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Master Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.28.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

8.28.6 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.28.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.28.8 Sub-Contractor Insurance Coverage Requirements

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.28.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.28.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.28.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.28.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.28.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.28.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

8.29 INSURANCE COVERAGE

8.29.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.29.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.29.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the

endorsement form shall be modified to provide that the County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.29.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

Insurance covering the Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor shall obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to the County upon request.

8.31 INTENTIONALLY OMITTED

8.32 INTENTIONALLY OMITTED

8.33 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.34 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.35 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of DHS, or designee shall resolve it.

8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.37 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.38 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C - County's Administration and D - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

Notwithstanding the foregoing, in addition, and in lieu of written notification, the Director, or designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – "Contractor's Administration". This includes all notices or demands required or permitted by the County under this Agreement.

8.39 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.40 PUBLIC RECORDS ACT

8.40.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.42 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.40.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.41 PUBLICITY

- 8.41.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County shall not unreasonably withhold written consent.

- 8.41.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.41 shall apply.

8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.42.1 The Contractor shall maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.

- 8.42.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to

examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.42.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.42.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.42 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.42.5 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole

option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.43 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.44 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Master Agreement, the Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.45 SUBCONTRACTING

8.45.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.45.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.45.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.45.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.45.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.45.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.45.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.45.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the e-mail address shown below:

cgcontractorinsurance@dhs.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.46 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement

which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Master Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations)

Sub-paragraph 8.24 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.27 (Indemnification)

Sub-paragraph 8.28 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.29 (Insurance Coverage)

Sub-paragraph 8.42 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.46 (Survival)

Exhibit I – Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 The County may terminate this Master Agreement, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Master Agreement on the date and to the extent specified in such notice; and
- Transfer title and deliver to the County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.42, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or his/her designee:

- The Contractor has materially breached this Master Agreement;
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.50.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.50.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the

Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.50.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.50.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.50, or that the default was excusable under the provisions of Sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.49 - Termination for Convenience.
- 8.50.5 The rights and remedies of the County provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

- 8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.
- 8.51.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.52 TERMINATION FOR INSOLVENCY

8.52.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 The rights and remedies of the County provided in this Subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for

which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.55 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.56 UNLAWFUL SOLICITATION

The Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.57 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.58 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.59 WARRANTY AGAINST CONTINGENT FEES

- 8.59.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.59.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.60 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 8.60.1 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.60.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.60.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.61 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.62 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

- 9.1.1 The Contractor staff working on this Master Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq., shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.1.2 The Contractor staff working on this Master Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.1.3 The Contractor staff's failure to report as required is considered a breach of this Master Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

**AUTHORIZATION OF MASTER AGREEMENT FOR
TRANSPORTATION OVERFLOW SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, of the Department of Health Services or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____ for
Christina R. Ghaly, M.D.
Acting Director of Health Services

CONTRACTOR

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Brian T. Chu
Principal Deputy County Counsel

**MASTER AGREEMENT FOR
TRANSPORTATION OVERFLOW SERVICES**

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EXHIBIT A-1 STATEMENT OF WORK (SOW)

1.0 GENERAL SCOPE OF WORK

Contractor agrees to transport patients in appropriately licensed and staffed ambulance or ambulette units, as long as the patient pickup point is within Los Angeles County and the transport is requested by the Department of Health Services' (DHS) Central Dispatch Office (CDO).

Contractor agrees to keep a specified number of its ambulances and ambulette vehicles available within Los Angeles County on a twenty-four (24) hour basis.

2.0 VEHICLE INVENTORY

Contractor shall provide vehicle inventory for placement into service under this Master Agreement for approval to the County's DHS, Emergency Medical Services (EMS) Agency, Ambulance Program Coordinator, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.17, County's Quality Assurance Plan.

3.1 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

3.2 Written Policies and Procedures

Contractor shall have written policies and procedures for:

- (1) Pre-employment screening/hiring standards
- (2) Orientation and training program for new employees
- (3) In-service training and education
- (4) Personnel evaluations

- (5) Work schedules/work coverage protocols
- (6) Dispatch protocols which shall include policies and procedures that conform to the Los Angeles County Prehospital Care Manual, Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch, and Reference No. 517, Private Provider Agency Transport/Response Guidelines.
- (7) Evaluation and handling of patients in the provision of service, including policies and procedures that conform to all applicable Los Angeles County Prehospital Care Policies (e.g., Reference No. 838, Application of Patient Restraints, Reference No. 808, Base Hospital Contact and Transport, etc.)

Contractor shall maintain documentation/verification that employees have been informed of each of the above policies and all such policies and procedures shall be available for review at reasonable times by Director or designee.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

4.1 Personnel

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement - County. Specific duties will include:

- 4.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- 4.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

CONTRACTOR

4.2 Project Manager

- 4.2.1 Contractor shall provide a full-time Project Manager and a designated alternate. County must have access to the Project Manager or designated alternate during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager or designated alternate may be reached on a twenty-four (24) hour per day basis.
- 4.2.2 Project Manager shall act as a central point of contact with the County.
- 4.2.3 Project Manager/alternate shall have five (5) years of increasingly responsible experience in the operation or management of a basic life support or advanced life support transport service.
- 4.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

4.3 Personnel

- 4.3.1 Upon request of CDO, Contractor shall provide emergency medical technician (EMT), emergency medical technician-paramedic (EMT-P), respiratory care practitioner or registered nurse personnel in compliance with the California Code of Regulations, Title 22 and the Los Angeles County Prehospital Care Manual for transportation of any patient. The requirement to provide a unit or units staffed with Los Angeles County accredited paramedics, registered nurse personnel or respiratory care practitioner personnel, shall apply only if Contractor is expressly authorized by the EMS Agency to render such services.
- 4.3.2 When responding to any call under this Master Agreement, the Contractor's ambulance vehicle shall be staffed with a minimum of two (2) personnel including a driver and an ambulance attendant, both of whom must be currently certified in the State of California at the EMT or higher level of certification. Any person who is licensed by the State of California as a physician, registered nurse, or paramedic employed as an ambulance attendant shall not be required to have an EMT Certificate. However, a minimum of two (2) EMTs, currently certified in California (and who have successfully completed a Los Angeles County EMT Scope of Practice training program), must staff each critical care transport

vehicle in addition to at least one registered nurse and/or licensed respiratory care practitioner.

- 4.3.3 When responding to any call under this Master Agreement, the Contractor's ambulance vehicles shall be staffed with a minimum of a driver with both a valid California Driver's License and a current American Red Cross Community First Aid and Safety Certificate or equivalent, or higher level of certification. Personnel shall not exceed their applicable scope of practice as defined by State and local regulations and policies.
- 4.3.4 Contractor shall ensure that each EMT and/or paramedic providing services under this Master Agreement must have the following: 1) a current EMT certificate or paramedic license; 2) an American Heart Association Healthcare Provider (or equivalent) Cardiopulmonary Resuscitation (CPR) certification card; 3) a California Ambulance Driver's Certificate (ambulance drivers); 4) a California Driver License or identification card; and 5) a Medical Examiner's Certificate (DL-51) (ambulance drivers).
- 4.3.5 Contractor shall ensure that ambulance personnel providing services under this Master Agreement must have an American Red Cross Community First Aid and Safety Certificate or equivalent and, if driver's license is a Class A or Class B license, a current DL-51.
- 4.3.6 Qualifications for personnel staffing Contractor's vehicles shall be at least at the minimum licensure or certification level required by State law and the Los Angeles County Code for the level of care required for the patient.
- 4.3.7 Contractor's paramedic personnel who provide services under this Master Agreement must also be currently accredited as a paramedic in Los Angeles County.
- 4.3.8 Contractor's registered nurse or respiratory care practitioner personnel who provide services under this Master Agreement, in addition to possessing current licenses issued by the State of California, must also meet all other applicable requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 414, Critical Care Transport (CCT) Provider.
- 4.3.9 Contractor shall maintain current copies (which shall be available to County staff upon request for viewing and copying) of all applicable required licenses, certificates and/or accreditations for each employee providing services under this Master Agreement.

- 4.3.10 Dispatch Center Staffing (Ambulance Only): Contractor's dispatch center shall be staffed, 24-hours per day, seven days per week. Personnel assigned to the Dispatch Center for call-taking and/or dispatching of ambulance vehicles, shall meet the minimum personnel requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch. Medical direction and oversight of the Dispatch Center shall be provided by a physician as specified in Reference No. 226.
- 4.3.11 Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

4.4 Uniforms/Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

4.5 Ambulance/Ambulette Vehicles and Equipment

- 4.5.1 Contractor shall ensure that each ambulance and ambulette vehicle is maintained in good mechanical and sanitary condition.
- 4.5.2 Contractor agrees to identify all ambulance and ambulette vehicles used under this Master Agreement with the Contractor's name clearly visible to the general public in the paint scheme and company logo approved by the EMS Agency.
- 4.5.3 Director, or designee, may at any reasonable time, without prior notice, inspect any of Contractor's ambulance or ambulette vehicles in order to ascertain Contractor's compliance with the Master Agreement.
- 4.5.4 Contractor shall maintain all of the unit equipment used hereunder in good mechanical and sanitary condition at all times. This equipment shall be subject to inspection by Director or designee at any reasonable time, without prior notice. All vehicles shall be stocked with appropriate and adequate medical equipment and supplies for the level of service (e.g. Ambulette, BLS, ALS or CCT) being provided and approved by the EMS Agency. Such equipment and supplies shall meet all applicable requirements specified in State regulation, the Los Angeles County Code and the Los Angeles County Prehospital Care Manual.

- 4.5.5 Ambulance vehicles used under this Master Agreement shall carry an original or copy of the vehicle's California Department of Motor Vehicles (DMV) Registration, original or copy of the vehicle's county business license or temporary authorization, original or copy of vehicle insurance identification card, copy of the most current California Highway Patrol (CHP) inspection sheet and the original CHP ambulance identification certificate. All such vehicles shall be subject to inspection by County staff designated by Director. Ambulance vehicle documents shall be available for review and copying by County staff pursuant to Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.5.6 Ambulette vehicles used under this Master Agreement shall carry an original or copy of the vehicle's California DMV Registration, original or copy of the vehicle's county business license or temporary authorization and an original or copy of the vehicle's insurance identification card. All such vehicles shall be subject to inspection by County staff designated by Director. Ambulette vehicle documents shall be available for review and copying by County staff pursuant to Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.5.7 The purchase of all ambulance/ambulette vehicles and equipment to provide the needed services is the responsibility of the Contractor. Such ambulance/ambulette vehicles shall meet all applicable requirements specified in State regulation, the Los Angeles County Code and the Los Angeles County Prehospital Care Manual. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee and patients, including but not limited to, properly working heating and air conditioning for all vehicles used under the Master Agreement.

4.6 Dispatch Center/Communications Equipment (Ambulance Only)

- 4.6.1 Contractor's dispatch center shall have a mechanism in place to document time events for each request for service as outlined in Los Angeles County Prehospital Care Manual Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch.
- 4.6.2 Contractor agrees to ensure that the dispatch center and ambulance personnel have communication capabilities allowing for immediate communications with one another at any time a vehicle is being used under this Master Agreement.

- 4.6.3 All ambulance vehicles used under this Master Agreement shall have a minimum of two (2) forms of portable communication devices per vehicle. At least one (1) of these communication devices must be capable of instant/immediate, direct communication (push to talk) with Contractor's dispatch center.
- 4.6.4 Contractor's communications between the dispatch center and ambulance crews shall be recorded for all transports performed under this Master Agreement.
- 4.6.5 Contractor is strongly encouraged to include emerging technology, such as Federal Mutual Aid Medical Channel, VMED28, mobile digital computers, etc. as part of their dispatch center in order to ensure the ability to communicate with CDO in the event of a disaster that renders telephone systems inoperable.
- 4.6.6 Should the County enter into agreements for upgraded dispatching systems or future dispatch technologies that are identified which improve dispatching capabilities, the Contractor shall agree to cooperate, participate and negotiate in good faith to perform system evaluations or pilot projects and implement any mutually agreed upgrade or improvement plan to any communication, ePCR or CAD system that involves the Contractor and provides a benefit or improvement to service delivery for the County, including but not limited to, the capability of direct automatic vehicle locator dispatch of ambulances, or dispatch software applications.

4.7 Training

- 4.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 4.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to California Occupational Safety and Health Administration standards.
- 4.7.3 In addition to the provision of ambulance staffing at the customary EMT scope of practice level as specified in the California Code of Regulations, Title 22 and the Los Angeles County Prehospital Care Manual, Reference No. 802, EMT Scope of Practice, Contractor shall further assure that all of its EMTs have successfully completed the Los Angeles County EMT Scope of Practice training given as part of the EMT's initial training or by a continuing education provider approved to give such training. A copy of the Course Completion Certificate or other documentation of this training shall be retained in the employee's file.

4.7.4 Contractor shall ensure that each of its ambulance employees is knowledgeable in managing behavioral emergencies and the safe restraint of patients when necessary during the performance of services hereunder, and will follow procedures pertaining thereto and as set forth in the Los Angeles County Prehospital Care Manual, Reference No. 838, Application of Patient Restraints and herein. Contractor may utilize the Behavioral Emergency Training program developed by the EMS Agency. If another training curriculum is utilized, it must be approved by the EMS Agency in advance. A copy of the Course Completion Certificate for this training shall be retained in the employee's file.

4.8 Contractor's Telephone Numbers and Dispatch Center

Contractor shall provide the EMS Agency with sufficient telephone number(s) for twenty-four (24) hour access to Contractor's dispatch center without a response to call delay of more than five (5) minutes. In addition, Contractor shall provide in writing any changes in telephone numbers of its dispatch center to the EMS Agency's Ambulance Programs Section, Attention: Ambulance Programs Coordinator, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

Contractors providing ambulette services only are exempt from the twenty-four (24) hour access requirement. Any changes in hours of operation should be sent in writing to the Ambulance Programs, EMS Program Head, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

4.9 Crew Quarters

Contractor agrees that crew quarters in each of its facilities from which transportation overflow services are provided under this Master Agreement shall be maintained in a clean, sanitary, and livable condition. If Contractor's staff works 24-hour shifts, the applicable crew quarters shall also include kitchen and shower facilities that are in good working order. County staff may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

4.10 Licenses/Permits

4.10.1 Contractor must possess an Ambulance and/or Ambulette Operator Business License issued by the County of Los Angeles. Such business license must be in good standing, without pending or current licensure actions (e.g. probation, suspension, or revocation) in place nor any notice(s) of violation or notice(s) of administrative

fine(s), which were upheld, within the preceding twelve (12) consecutive months.

- 4.10.2 Contractor shall possess and maintain current business licenses and/or tax permits for each applicable incorporated city in the County in which Contractor responds for the transport of patients under this Master Agreement. All such business licenses and/or tax permits shall be available for review and copying by County staff pursuant to Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.10.3 For each ambulance vehicle used under this Master Agreement, a CHP permit and County of Los Angeles business license shall be obtained and kept in force by Contractor. For each ambulette vehicle used under this Master Agreement, a County of Los Angeles business license shall be obtained and kept in force by Contractor.
- 4.10.4 As a material term of this Master Agreement, Contractor shall maintain all applicable licenses, permits, and certifications in order to perform services as set forth in this Master Agreement.
- 4.10.5 Director shall have the right to immediately suspend services under this Master Agreement in the event of a suspension or revocation of Contractor's ambulance or ambulette operator's business license/permit.

4.11 Response Time Requirements

- 4.11.1 Contractor shall arrive for patient pickup within the following response times unless CDO accepts a longer response time due to unusual circumstances:

| | |
|----------------|--|
| Immediate Call | Within 30 minutes of CDO request (Immediately) |
| Urgent Call | Within 60 minutes of CDO request |
| Routine Call | Within 90 minutes of CDO request |
| Pre-Scheduled | At agreed upon time, plus or minus 15 minutes |

- 4.11.2 Contractor agrees to respond to CDO calls within the response time that is given by Contractor and accepted by CDO. Response times will be monitored based on these standards and the estimated time

of arrival (ETA) given by Contractor and accepted by CDO. Contractor shall arrive for patient pickup within the response time, or the CDO-accepted response time, in at least 90% of the CDO calls reported in the Monthly Response Time Report submitted pursuant to Paragraph 4.11.9 herein. Contractors failing to comply with this requirement will be contacted by EMS Agency staff to develop a corrective action plan to address this non-compliance. Such plan must be fully implemented within fifteen (15) calendar days.

- 4.11.3 Response time is defined as the interval of time, between the time all dispatch information has been obtained by a Master Agreement provider's dispatcher (i.e., patient name, authorization number, point of pickup, destination, and any special services needed), to the time Contractor's personnel arrive at patient.
- 4.11.4 CDO may provide dispatch information up to twenty-four (24) hours in advance of the actual transport time which is considered a "prescheduled" transport. Contractor shall respond to prescheduled transport requests accepted for overflow ambulance transportation services at the time agreed upon, plus or minus fifteen (15) minutes.
- 4.11.5 Contractor shall inform the CDO at the time the request is made if it does not have ambulance units available to respond in a timely manner to a request for patient transportation services, or if Contractor will be delayed longer than the original ETA to the scene.
- 4.11.6 In the event that Contractor, acting upon an official request from CDO, responds with its personnel and equipment, and upon arrival at the point of patient pickup, is advised by the requesting facility that the patient will not be transported, Contractor shall immediately notify the CDO that such service is not needed and has been canceled. Such runs will be paid as "dry runs."
- 4.11.7 In addition, Contractor shall notify CDO when each transfer request is completed or canceled, i.e., the final disposition of such transport request.
- 4.11.8 Contractor shall respond to a minimum of twenty-five (25) calls for transport per month. If the number of responses goes below twenty-five (25) calls per month for any month, the Contractor shall report the reason to the County's Project Manager. Any dip below the minimum twenty-five (25) calls per month for three (3) months in a calendar year will require the submission of a Corrective Action Plan (CAP). If the approved CAP is not implemented within thirty (30)

days, the Agreement may be subject to termination, pursuant to the provisions of Paragraph 8.50, Termination for Default, of the Master Agreement.

- 4.11.9 By the 15th of each month following the month of service, Contractor shall submit a Monthly Response Time Report to the EMS Agency electronically at: overflowresponsetimereports@dhs.lacounty.gov, and shall include the following for each call: 1) CDO run number; 2) date and time that transport request was received from CDO; 3) date and time that transporting unit was dispatched; 4) date and time that transport personnel arrived at patient; 5) patient pick-up location/address, and 6) patient destination location/address. The monthly response time reports shall be submitted using Attachment I, "Monthly Response Time Report" template. This data shall be submitted in an Excel®, or comparable format, that allows for the data to be sorted and analyzed. The attached "Monthly Response Time Summary", Attachment II, template shall also be completed and submitted electronically monthly along with the "Monthly Response Time Report" at the above e-mail address.

4.12 EMS Service Provider Quality Improvement Program

- 4.12.1 Contractor shall cooperate in all respects with EMS Agency's medical quality improvement (QI) program pursuant to the California Code of Regulations, Title 22, and all applicable EMS Agency Prehospital Care policies for ambulance providers and permit access by Director's quality improvement representatives to Contractor's patient care records and other patient care related documentation (e.g. dispatch records, incident reports, etc.).
- 4.12.2 Contractor shall establish a quality improvement program to include: 1) a QI plan which has been submitted to the EMS Agency and approved. The QI plan shall be reviewed annually by Contractor to ensure that it continues to reflect Contractor's current organizational processes. If updates are required, the revised QI Plan shall be submitted to the EMS Agency or if there are no updates, a signed and dated QI Plan cover sheet shall be submitted to the EMS Agency during the annual program review; 2) indicators that reflect aspects of quality of care that affect patient outcomes specific to the applicable scope of practice for the patient transports performed by Contractor's personnel, analysis of data (including any corrective actions taken, such as classes, meetings, bulletins, etc.); and 3) documented organizational QI meetings to ensure compliance with Master Agreement requirements and adherence to medical and dispatch protocols and performance standards as established by the EMS Agency.

4.13 Procedural Guidelines for Patient Transportation

- 4.13.1 Calls for patient transportation shall be assigned to one or more eligible companies servicing an area at the sole discretion and authority of the County. More than one company may be called to ensure an acceptable response time.
- 4.13.2 CDO shall specify the level of staffing and any special needs (e.g. vehicle that allows for securing of a neonatal isolette, female attendant, etc.) required in its request to Contractor, whether an ambulette, BLS, ALS, or CCT staffed ambulance, and whether a registered nurse and/or respiratory care practitioner team is required for a CCT transport. CDO will only request ALS or CCT level staffing from contractors who provide such service(s) on a 24-hours per day, seven (7) days per week basis. If an ambulette or van is requested, Contractor shall be reimbursed at the ambulette rate regardless of the type of vehicle dispatched by Contractor, including an ambulance.
- 4.13.3 During the initial call, CDO shall inform the Contractor transportation dispatcher of response time requirements (e.g., Immediate, Urgent, Prescheduled), exactly where Contractor personnel are to pick-up patient, and whether a female attendant is required. Such female attendant must be an EMT assigned to the responding ambulance and additional charges are not applicable.
- 4.13.4 Upon arrival, Contractor personnel shall notify CDO of their arrival time via the Contractor dispatcher or other pre-established means. Failure to contact CDO may result in non-payment for the transport.
- 4.13.5 Contractor personnel shall contact and request approval from CDO for waiting times exceeding the first thirty (60) minutes. Waiting time is only applicable when the transporting EMTs are with the patient or in an area proximal to the patient, at the pick-up and/or destination point. Waiting time will only be paid if CDO directs the Contractor personnel to continue to wait for the patient. Wait time charges will not be approved after the fact.
- 4.13.6 County staff must always be present with the patient when Contractor personnel arrive at the patient's bedside for transport from a County-operated health facility.
- 4.13.7 Contractor personnel cannot be compelled to transport a patient without restraints if they fear for their own or the patient's safety. If this occurs and the decision is made not to transport the patient,

Contractor shall notify CDO. Contractor will be reimbursed at the dry run rate.

- 4.13.8 Contractor personnel shall be in compliance with the EMS Agency Prehospital Care Manual, Reference No. 838, Application of Patient Restraints, as now enacted or as may be revised.

In addition, the following shall apply:

- (a) Contractor personnel shall acknowledge that they have been trained on the requirements for the transportation of patients with behavioral emergencies and the safe restraint of patients when necessary, and a copy of that acknowledgment shall be retained in the employee's file;
- (b) County staff is responsible for the management of the patient at a County health facility pickup location and shall direct and assist Contractor personnel until such time that:
 - (1) If applicable, the patient is physically restrained on the gurney to the satisfaction of both County staff and Contractor personnel; and
 - (2) Contractor personnel receive the transportation order and all needed clinical/legal documentation.

Contractor personnel are thereafter responsible for ensuring transportation that is safe for both the patient and themselves.

- 4.13.9 Contractor personnel shall not be required to transport a second patient in the same vehicle.

- 4.13.10 County staff shall inform the patient what is happening to him/her when the pickup site is a County facility and shall not delegate this duty to Contractor personnel.

- 4.13.11 At the time of dispatch, CDO staff are responsible for communicating all readily available information to Contractor personnel, which may include:

- (a) Patient's name with pickup site and destination address;
- (b) Presenting problem;
- (c) Potential for unpredictable behavior and dangerousness;

- (d) Current substance abuse, known contagious or infectious diseases; and other medical problems;
 - (e) Whether medication has been administered and all applicable precautions.
- 4.13.12 Contractor personnel must remain with the patient until the patient is accepted by the receiving facility. The patient, if in restraints, shall not be left alone or taken out of restraints until the transfer is completed (unless patient care cannot be adequately rendered with restraints; e.g., patient has cardiac arrest).
- 4.13.13 Contractor personnel are not required to leave or "trade" their restraint devices with County/State facilities when delivering a patient. If County restraints were used during the transport, Contractor shall assure that they are returned to the County facility as soon as reasonably appropriate and convenient following the transport. County shall have no responsibility for paying Contractor any costs it might incur in returning such restraints.
- 4.13.14 After the patient has been accepted, Contractor personnel are not expected to wait at the facility for the outcome of the evaluation, except at State hospitals where a patient may not be accepted before the evaluation. (Applicable waiting times, when approved by CDO, shall be applied in the latter circumstance.)
- 4.13.15 In the event the receiving facility refuses to accept the patient for evaluation, Contractor personnel should call the Contractor dispatcher who shall contact CDO for instructions.
- 4.13.16 The personal valuables of the patient must be protected and accounted for by County staff, Contractor personnel, and the receiving facility. After verifying the personal valuables, each of the above parties should sign a form, or copy of a form, which describes this property. Contractor is not required to transport more than Twenty-Five Dollars (\$25) cash or more than twenty (20) lbs. or one (1) bag (whichever is less) of personal property. Contractor is not required to transport other patient property, including electric wheelchairs, personal television sets or other electronic equipment, food, flowers, etc., or any amount of cash greater than Twenty-Five Dollars (\$25). The County's CDO staff shall advise the party requesting transport that he/she is responsible for arranging the transportation of any patient property other than the initial Twenty-Five Dollars (\$25) cash, twenty (20) lbs. or one (1) bag of patient's personal property.

- 4.13.17 Contractor personnel shall take patients by the quickest and most direct route to the destinations requested by CDO, and shall not make any intermediate stops en route (e.g., the patient's home). If for any reason the patient is released by Contractor personnel or elopes before the destination is reached, CDO must be immediately notified. If the patient's condition deteriorates prior to reaching the destination requested by CDO, Contractor personnel may divert its ambulance or other transport vehicle to the most accessible 9-1-1 receiving hospital consistent with applicable Los Angeles County Prehospital Care Manual. The CDO shall be notified whenever the transport unit is diverted. If the transport is ALS staffed, the appropriate base hospital shall also be notified.
- 4.13.18 If problems are encountered by Contractor's personnel, they should document them in writing, as appropriate, on the patient care report and/or Contractor's incident reporting form and immediately inform their supervisor and CDO.
- 4.13.19 From time to time, CDO may request Contractor to transport a patient's companion, relative or guardian with a patient. Contractor may transport such companion, relative or guardian if Contractor has space in his/her vehicle, the relative or guardian can be secured by a seat belt or other restraining device and the transport and care of the patient shall not in any way be adversely affected. If Contractor cannot, or chooses not to transport a patient's companion, relative or guardian, and the patient refuses to be transported without such companion, parent or guardian, Contractor shall immediately notify the CDO so that CDO may arrange for alternative transportation for the patient. Contractor shall then be reimbursed at the applicable dry run rate.
- 4.13.20 When clinical judgment at the requesting facility indicates a female attendant should accompany a female patient during ambulance transport, the facility shall request CDO to provide a female attendant. The female attendant must be one of the transporting personnel certified at the EMT level, at minimum. Contractor shall endeavor to provide a female attendant upon request of CDO and there are no additional charges that apply for the provision of such female attendant. If Contractor is unable to provide a female attendant, other companies may be called to determine the availability of a female attendant.
- 4.13.21 Contractor may bill for patient care related charges, if utilized during transport, without prior approval from CDO as follows:
- (a) Oxygen administration during BLS level transports.

- 4.13.22 Dry run charges are only applicable if the responding ambulance or ambulette arrives at the patient pick-up location; they are not applicable if the call is cancelled en route.

5.0 SPECIALTY CARE TRANSPORTATION OVERFLOW SERVICES NICU/PICU TRANSPORTS

Contractors providing Neonatal Intensive Care Unit (NICU) and Prenatal Intensive Care Unit (PICU) Transportation Overflow Services shall be limited to acute care hospitals with NICU/PICU transportation programs that can provide the appropriate clinical staffing required for the safe transport and care of NICU/PICU patients. Contractor shall in turn have in place an Agreement with an appropriately licensed ambulance company. Contractor agrees to transport PICU or NICU patients, in appropriately licensed and staffed ground ambulances, from either a County or Private Hospital (Sending Facility) to a County Hospital (Receiving Facility). All transports between the Sending Facility and the Receiving Facility shall be made in accordance with applicable federal and State laws and regulations, the standards of the Joint Commission and any other applicable accrediting bodies.

5.1 SERVICE HOURS

Contractor shall provide PICU and NICU transports on an as-needed, 24 hours a day, seven (7) days a week basis.

5.2 RESPONSIBILITIES

5.2.1 Personnel

- 5.2.1.1 Upon request of CDO, Contractor shall provide Specialty Care Transport (SCT) for transportation of PICU and NICU patients in appropriately licensed ground ambulances staffed with trained personnel, in compliance with the California Code of Regulations, Title 22 and the Los Angeles County Prehospital Care Manual.
- 5.2.1.2 Contractor shall ensure that any personnel providing SCT services under this Master Agreement will comply with all applicable requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 414, SCT Provider.
- 5.2.1.3 Qualifications for personnel staffing Contractor's vehicles shall be at least at the minimum licensure or certification level required by State law and the Los Angeles County Code for the level of care required for the PICU and NICU patient.

- 5.2.1.4 Contractor's paramedic personnel who provide services under this Master Agreement must also be currently accredited as a paramedic in Los Angeles County.
- 5.2.1.5 Contractor's physician, registered nurse, and respiratory therapist personnel who provide services under this Master Agreement, in addition to possessing current licenses issued by the State of California, must also meet all other applicable requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 414, SCT Provider.
- 5.2.1.6 Contractor shall maintain current copies (which shall be available to County staff upon request for viewing and copying) of all applicable required licenses, certificates and/or accreditations for each employee providing services under this Master Agreement.
- 5.2.1.7 Contractor shall not permit any of its employees to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

5.3 Ambulance Vehicles and Equipment

- 5.3.1 Contractor may subcontract the provisions contained in Paragraph 4.5 of this Exhibit A-1 Statement of Work, of the Agreement, with approval from County Project Manager.
- 5.3.2 Contractor shall provide appropriately licensed and equipped ground ambulances required for the transportation of PICU or NICU patients.
- 5.3.3 Contractor shall maintain all of the unit equipment used hereunder in good mechanical and sanitary condition at all times. This equipment shall be subject to inspection by Director or designee at any reasonable time, without prior notice. All vehicles shall be stocked with appropriate and adequate medical equipment and supplies for pediatric SCT services provided. Such equipment and supplies shall meet all applicable requirements specified in State regulation, the Los Angeles County Code and the Los Angeles County Prehospital Care Manual.

5.4 Licenses/Permits

- 5.4.1 Contractor shall ensure that its ground ambulances possess an Ambulance Operator Business License issued by the County of Los Angeles. Such business license must be in good standing, without pending or current licensure actions (e.g. probation,

suspension, or revocation) in place nor any notice(s) of violation or notice(s) of administrative fine(s), which were upheld, within the preceding twelve (12) consecutive months.

5.4.2 Director shall have the right to immediately suspend services under this Master Agreement in the event of a suspension or revocation of Contractor's ground ambulances operator's business license/permit.

5.4.3 Contractor's staff shall meet the requirements under applicable State regulations and the EMS Agency's policies and procedures for the provision of services under this Master Agreement.

5.5 Response Time Requirements

5.5.1 Contractor shall arrive for patient pickup within the following response times unless CDO accepts a longer response time due to unusual circumstances:

| | |
|-------------|--|
| Urgent Call | Within Sixty (60) minutes of CDO request |
|-------------|--|

5.5.2 Contractor agrees to respond to CDO calls within the response time identified above and accepted by CDO. Response times will be monitored based on these standards and the estimated time of arrival (ETA) given by Contractor and accepted by CDO. Contractor shall arrive for patient pickup within the response time, or the CDO-accepted response time, in at least 90% of the CDO calls reported in the Monthly Response Time Report submitted pursuant to Paragraph 5.5.6 herein. Contractors failing to comply with this requirement will be contacted by EMS Agency staff to develop a corrective action plan to address this non-compliance. Such plan must be fully implemented within fifteen (15) calendar days.

5.5.3 Response time is defined as the interval of time, between the time the Contractor receives the required Patient information (i.e., patient name, authorization number, point of pickup, destination, and any special services needed), to the time Contractor's personnel arrive at the Sending Facility to transport the patient.

5.5.4 Contractor shall inform the CDO at the time the request is made if it does not have ambulance units available to respond in a timely manner to a request for patient transportation services, or if Contractor will be delayed longer than the original ETA to the scene.

- 5.5.5 Contractor shall notify CDO when each transfer request is completed.
- 5.5.6 By the 15th of each month following the month of service, Contractor shall submit a Monthly Response Time Report to the EMS Agency electronically at: overflowresponsetimereports@dhs.lacounty.gov, and shall include the following for each call: 1) CDO run number; 2) date and time that transport request was received from CDO; 3) date and time that transporting unit was dispatched; 4) date and time that transport personnel arrived at patient; 5) patient pick-up location/address, and 6) patient destination location/address. The monthly response time reports shall be submitted using Attachment I, "Monthly Response Time Report" template. This data shall be submitted in an Excel®, or comparable format, that allows for the data to be sorted and analyzed. The attached "Monthly Response Time Summary", Attachment II, template shall also be completed and submitted electronically monthly along with the "Monthly Response Time Report" at the above e-mail address.

5.6 Procedural Guidelines for Patient Transportation

- 5.6.1 Calls for patient transportation shall be assigned to Contractor based on the patient's Sending Facility and the ultimate Receiving Facility at the sole discretion and authority of the County.
- 5.6.2 CDO shall specify the level of staffing and any special needs required in its request to Contractor.
- 5.6.3 Contractor personnel may alter patient care rendered during transportation and/or designate a different facility as the Receiving Facility only if the patient's condition warrants alteration.
- 5.6.4 Upon arrival, Contractor personnel shall notify CDO of their arrival time via the Contractor's Project Manager. Failure to contact CDO may result in non-payment for the transport.
- 5.6.5 Contractor personnel shall not be required to transport a second patient in the same vehicle.
- 5.6.6 Sending Facility staff shall inform the patient's responsible adult what is happening to the patient and shall not delegate this duty to Contractor personnel.
- 5.6.7 At the time of dispatch, CDO staff are responsible for communicating all readily available information to Contractor personnel, which may include:

- (a) Patient's name with pickup site and destination address;
 - (b) Presenting problem;
 - (c) Potential for unpredictable behavior and dangerousness;
 - (d) Current substance abuse, known contagious or infectious diseases; and other medical problems;
 - (e) Whether medication has been administered and all applicable precautions
- 5.6.8 Contractor personnel must remain with the patient until the patient is accepted by the receiving facility.
- 5.6.9 The personal effects, including, but not limited to, money and valuables of the patient must be protected and accounted for by the Sending Facility staff, Contractor personnel, and the Receiving Facility. After verifying the personal valuables, each of the above parties should sign a form, or copy of a form, which describes this property.
- 5.6.10 Contractor personnel shall take patients by the quickest and most direct route to the destinations requested by CDO.
- 5.6.11 If problems are encountered by Contractor's personnel, they should document them in writing, as appropriate, on the patient care report and/or Contractor's incident reporting form and immediately inform their supervisor and CDO.
- 5.6.12 From time to time, CDO may request Contractor to transport a patient's companion, relative or guardian with a patient. Contractor may transport such companion, relative or guardian if Contractor has space in his/her vehicle, the relative or guardian can be secured by a seat belt or other restraining device, and the transport and care of the patient shall not in any way be adversely affected.
- 5.6.13 Contractor may bill for patient care related charges, as outlined in Exhibit B-2, **RATES TO BE CHARGED COUNTY FOR TRANSPORTATION OVERFLOW AGREEMENT**.

**RATES TO BE CHARGED COUNTY FOR
TRANSPORTATION OVERFLOW SERVICES AGREEMENT**

**RATES TO BE CHARGED COUNTY FOR AMBULANCE/AMBULETTE
TRANSPORTATION**

County will pay Contractor at the following rates for transportation overflow services requested and authorized by Central Dispatch Office (CDO).

NOTE: Rates set forth in this Exhibit begin to apply after Contractor's unit arrives at the site of pickup except with respect to "wait and return" services expressly authorized hereunder.

A. AMBULANCE TRANSPORTATION RATES:

County will pay Contractor for these ambulance transportation services at the following rates:

| <u>Service</u> | <u>Rate</u> |
|--|-------------|
| Basic Life Support (BLS) Base Rate - First patient | \$208.00 |
| Advanced Life Support (ALS) Base Rate - First patient (Two Paramedics on Board unless Provider is approved by the EMS Agency to provide ALS service with one paramedic and one EMT) | \$315.12 |
| NOTE: Bonus applied if ALS ambulance arrives on scene within 60 minutes of CDO request | \$125.00 |
| Critical Care Transports (CCT) | |
| CCT Registered Nurse (RN) Base Rate - First patient | \$702.00 |
| CCT Respiratory Care Practitioner (RCP) Base Rate - First patient | \$702.00 |
| CCT RN & RCP Base Rate - First patient | \$895.00 |
| NOTE: Bonus applied if CCT ambulance arrives on scene within 60 minutes of CDO request | \$125.00 |

The registered nurse rate and/or respiratory care practitioner rate is paid on an hourly basis if the CCT transport exceeds three-hours. This rate applies only when Contractor supplies the registered nurse and/or respiratory care practitioner. County will compensate providers of CCT level transports at the base rate for the registered nurse and/or respiratory care practitioner, for mileage, and the additional time the nurse or respiratory care practitioner is on board the ambulance after the initial three hours.

Following services are per hour (or fraction thereof after the first three hours):

| | |
|--|----------|
| RN – Staffed (Nurse Staffed) Ambulance (non-County staff) per hour, One RN maximum | \$114.00 |
|--|----------|

| | |
|--|----------|
| RCP – Staffed Ambulance (non-County staff) per hour, One RCP maximum | \$114.00 |
|--|----------|

In addition to the applicable BLS, ALS or CCT base rate, the following are allowable services that may be charged as applicable to the specific transport:

| <u>Service</u> | <u>Rate</u> |
|--|-------------|
| Second and each additional patient | \$ 45.00 |
| Mileage Per Mile (One-Way, Patient on Board) | \$ 6.00 |
| Oxygen | \$ 31.00 |
| Transport of Neonatal Intensive Care Isolette | \$190.00 |
| Waiting Time per 30 Minutes (For each 30 minute period or fraction thereof, after the first 60 minutes of waiting time have elapsed) | \$100.00 |

The total charges shall be the sum of the appropriate base rate (BLS, ALS, CCT with RN, RCP or RN and RCP), mileage rate applied to the distance actually traveled with the patient onboard, the time rate applied to CDO authorized waiting time, plus any other special charges, which apply. All rates are to be computed from the time the transportation vehicle arrives at the pickup site until patient care is transferred and the vehicle is discharged.

B. MODIFICATION OF AMBULANCE RATES:

Any modification of rates in regards to the Cost of Living Adjustment will be made in accordance with the Master Agreement Paragraph 5.0 MASTER AGREEMENT SUM, sub-paragraph 5.5, Cost of Living Adjustments (COLA's).

C. AMBULETTE TRANSPORTATION RATES:

County shall pay Contractor for these ambulette transportation services at the following rates throughout the term of this Agreement:

| <u>Service</u> | <u>Rate</u> |
|---|-------------|
| First Patient | \$41.75 |
| Two-Three Patients, Each Patient | \$19.00 |
| Four Patients or More, Each Patient | \$14.00 |
| Mileage Per Mile (One-Way, Patient on Board) | \$3.50 |
| Waiting Time Over 15 Minutes (for each 15 minute period or fraction thereof, after the first 15 minutes of waiting time have elapsed) | \$8.00 |

The total charges shall be the sum of the appropriate number of patient(s) rate, mileage rate applied to the distance actually traveled with the patient(s) onboard, and the time rate applied to CDO authorized waiting time. All rates are to be computed from the time the transportation vehicle arrives at the pickup site until patient care is transferred and the vehicle is discharged.

D. DRY RUN RATES:

1. Ambulance:

The dry run rate for ambulance shall be computed by using the appropriate base rate(s) (BLS, ALS, CCT), and/or Waiting Time, as applicable, and shall apply when Contractor, acting upon an official request from CDO, responds with its personnel and ambulance(s) arrives at the point of patient pickup and the call cannot be completed due to cancellation by CDO or the sending County facility or if the patient refuses transport.

2. Ambulette:

The dry run rate for ambulette is computed by using the appropriate number of patient(s) rate included in Paragraph D of this Exhibit, and/or Waiting Time, as applicable, and shall apply when Contractor, acting upon an official request from CDO, responds with its personnel and ambulette(s), arrives at the point of patient pickup and the call cannot be completed due to cancellation by CDO or the requesting County facility or if the patient refuses transport.

E. AMBULANCE/AMBULETTE WAITING TIME RATE:

The waiting time rate is based on the appropriate rates defined in Paragraphs A of this Exhibit, and shall be applicable at the point of patient pickup as well as at the destination point, to the exclusion of the first 60 minutes at both ends of the run. This rate shall apply only if the Contractor's personnel contacts and informs CDO of waiting times exceeding the first 60 minutes. Waiting time will be paid only if CDO directs the Contractor personnel to continue to wait at the sending or receiving facilities.

F. AMBULANCE/AMBULETTE WAIT AND RETURN RATE:

A "wait and return" typically involves outpatient treatment at a facility outside of the County system in which the ambulance/ambulette waits for the patient. The wait and return rate shall be applicable when requested and authorized by CDO and shall include: the applicable ambulance or ambulette mileage rate (to and from the wait and return destination) and the rate applied to waiting time (the authorized period of time from arrival at site through departure from site to the exclusion of the first 60 minutes). In addition, County shall compensate Contractor as follows:

Ambulances: The base rates (BLS, ALS, CCT), and oxygen, if applicable, are billable only once for the entire round trip. Mileage shall be paid for the round trip.

Ambulettes: The ambulette "first patient rate," is billable only once for the entire round trip. Mileage shall be paid for the round trip. Note: Oxygen is not applicable for ambulettes.

G. CONTRACTOR PERFORMANCE DURING INCIDENTS OF CIVIL UNREST, MULTIPLE CASUALTY INCIDENTS, OR DISASTERS:

County will pay Contractor at rates established in this Exhibit only for those services requested and/or authorized by CDO including incidents of civil unrest, multiple casualty incidents, or disaster. The billing address for these CDO requested ambulance/ambulette services is as follows:

County of Los Angeles
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, California 90670
Attention: Ambulance Billing Coordinator

RATES TO BE CHARGED COUNTY FOR SPECIALTY CARE AMBULANCE TRANSPORTATION

County will pay Contractor at the following rates for specialty care ambulance transportation services requested and authorized by CDO.

NOTE: The all-inclusive rates (include ambulance, staff, and supplies) set forth in this Exhibit begin to apply after Contractor's unit arrives at the site of pickup.

A. SPECIALTY CARE AMBULANCE TRANSPORTATION RATES:

County will pay Contractor for these specialty care ambulance transportation services at the following rates:

| <u>Service</u> | <u>Rate</u> | <u>Billing Codes</u> |
|--|---------------|----------------------|
| Critical Care ¹ | \$750.00/hour | 7010 |
| Critical Care w/Physician ¹ | \$900.00/hour | 7110 |
| Critical Care Supplies ² | \$600.00/hour | 7020 |
| Med/Surg | \$475.00/hour | 7210 |
| Med/Surg Supplies | \$400.00/hour | 7220 |
| Nitric Oxide | \$875.00/hour | 7310 |

¹ Staff has advanced certification & training (e.g., Pediatric Advanced Life Support (PALS), Advanced Cardiac Life Support (ACLS), Trauma Nurse Core Course (TNCC), endotracheal intubation and advanced airway management, Umbilical Artery/Umbilical Vein (UA/UV) lines, intraosseous line insertion, needle thoracostomy and flight physiology.

² Supplies/Equipment/Drugs Costs include (this is not a comprehensive list): Life Port system, neonatal isolettes, neo/peds ventilator, neo/peds securing devices specific for transport, fiber optic intubation equipment. Endotracheal Tubes (ETTs) and Laryngeal Mask Airways (LMAs) sized from neonate through adult, resuscitation drugs, paralytic drugs, sedatives, antibiotics, anticonvulsives, and inotropic drugs.

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: John Telmos
Title: Chief, Prehospital Operations
Address: 10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670
Telephone: 562-378-1677 Facsimile: (562) 906-4343
E-Mail Address: telmos@dhs.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Christopher Rossetti
Title: Section Head, Ambulance Programs
Address: 10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670
Telephone: 562-378-1688 Facsimile: (562) 906-4343
E-Mail Address: crossetti@dhs.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Christopher Rossetti
Title: Section Head, Ambulance Programs
Address: 10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670
Telephone: 562-378-1688 Facsimile: (562) 906-4343
E-Mail Address: crossetti@dhs.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

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- 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
- 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY
SERVICE

Page 3 of 3

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

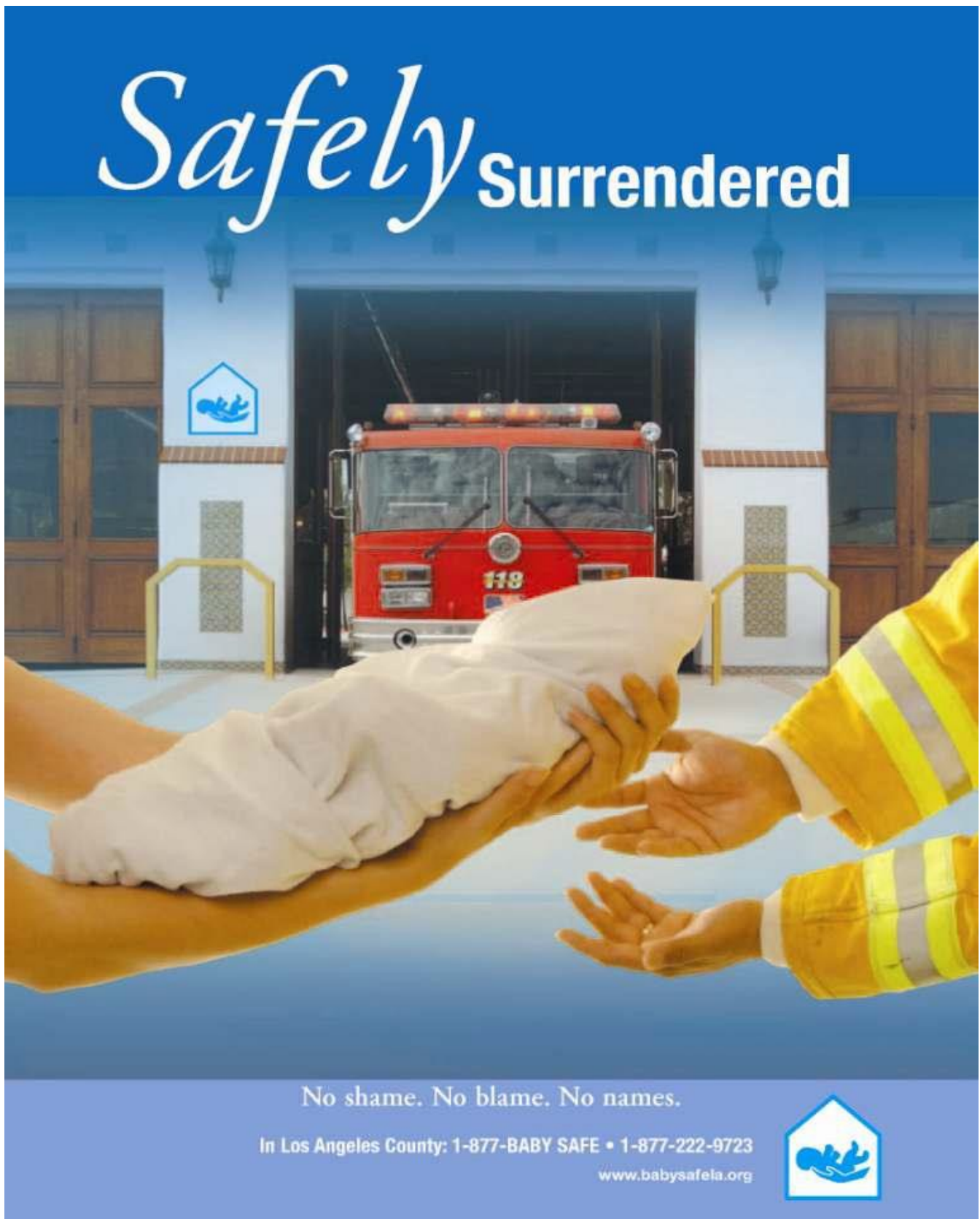
- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.90. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

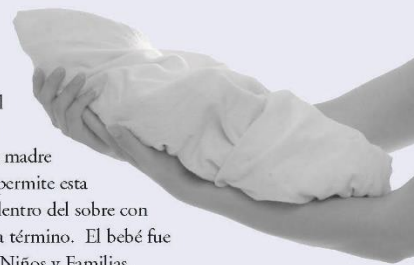
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's Master Agreement.)

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

"BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health

Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement,

- with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further

Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured

Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date

of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.

- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section

9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except

to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on

behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this

Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

BUSINESS ASSOCIATE LISTING

Business Associate Name: _____

Type of Services Provided: _____

Website URL: _____

First Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Second Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

[2.206.020 Definitions.](#)

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

[2.206.030 Applicability.](#)

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

[2.206.040 Required solicitation and contract language.](#)

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement.
(Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 - 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 - 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 - 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)